

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 22-23841-CIV-ALTONAGA/Damian**

**ANA ELVIRA GUILARTE TANTAU,**

Plaintiff,

v.

**PURE ORGANIC NAIL  
SALON & SPA INC., et al.,**

Defendants.

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**ORDER**

**THIS CAUSE** came before the Court upon the parties’ Revised Joint Motion to Approve Settlement and Dismissal with Prejudice [ECF No. 33], filed February 21, 2023. The parties seek the Court’s approval of their proposed Confidential FLSA Settlement Agreement and Mutual General Release [ECF No. 33-1] (the “Agreement”),<sup>1</sup> which includes a provision for the award of attorney’s fees. Upon review of the record and the parties’ documented basis for a settlement of this FLSA case, including an award of attorney’s fees and costs to Plaintiff’s counsel, the Court finds settlement of this action is fair and reasonable. Accordingly, it is

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<sup>1</sup> The Agreement contains a confidentiality provision. (See Agreement ¶ 12). Where the Court must approve a settlement, the agreement becomes a part of the judicial record, and therefore may not be deemed confidential even if the parties so consent. *See Jessup v. Luther*, 277 F.3d 926, 929–30 (7th Cir. 2002). Accordingly, parties may not submit a settlement agreement under seal or seek to have it reviewed in camera unless there is a compelling interest in secrecy. *Id.* at 928. Nevertheless, while the confidentiality provision seems to indicate the parties seek to maintain the Agreement’s confidentiality, the parties did not file the Agreement under seal, so it appears on the public docket.

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**ORDERED AND ADJUDGED** as follows:

1. The parties' Revised Joint Motion to Approve Settlement and Dismissal with Prejudice [ECF No. 33] is **GRANTED**.
2. The Agreement [ECF No. 33-1] between Plaintiff, Ana Elvira Guilarte Tantau, and Defendants, Pure Organic Nail Salon & Spa Inc. and Francheska Candelario, which has been duly filed as a record of the Court, is **APPROVED** in its entirety.
3. This case is **DISMISSED with prejudice**, with each party to bear its own costs and attorney's fees except as otherwise agreed.
4. The Court retains jurisdiction to enforce the terms of the Agreement.

**DONE AND ORDERED** in Miami, Florida, this 22nd day of February, 2023.

  
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**CECILIA M. ALTONAGA**  
**CHIEF UNITED STATES DISTRICT JUDGE**

cc: counsel of record